

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Appl. No. : 08/594,983 Confirmation No.: 4234  
Patent No. : 5,748,740  
Issue Date: May 5, 1998  
Applicant(s) : Curry et al  
Title : Method, Apparatus, System and Firmware for Secure Transactions  
Group Art Unit : 3642  
Examiner : Bernard E. Gregory  
Docket No. : 20661-457

MAIL STOP PETITION  
COMMISSIONER FOR PATENTS  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-1450

May \_\_, 2010

STATEMENT BY MICHAEL L. BOLAN IN SUPPORT OF THE PETITION TO  
REVIVE U.S. PATENT NO. 5,748,740

I, Michael L. Bolan, hereby state:

1. I reside at 200 Walnut Hill Ave. #23-702D, Hillsboro, Texas, 76645-9520 and have personal knowledge related to the petition to revive U.S. Patent No. 5,748,740 (hereinafter, "the '740 patent"). I was employed by Maxim Integrated Products (hereinafter, "Maxim") and was employed by Dallas Semiconductor Corporation (hereinafter, "Dallas") prior to the merger of Maxim and Dallas on April 11, 2001. Around May 2005, I left my full-time position and became a part-time consultant to Maxim.

2. The '740 patent was originally assigned to Dallas and issued on May 5, 1998. Maxim is the current owner of the '740 patent and the only party of interest.

3. A first maintenance fee for the '740 patent was due on September 5, 2001, which was not paid. The '740 is currently expired for failure to pay this first maintenance fee.

4. Dallas and Maxim had a defined patent maintenance fee payment procedure for patents originally assigned to Dallas in which the outside patent law firm, Jenkins & Gilchrist, requested and received authorization to pay maintenance fees for these patents. This defined patent maintenance fee payment procedure required Jenkins & Gilchrist to docket patent maintenance fees and timely request authorization from Dallas (or Maxim after the merger) to pay a patent maintenance fee. After authorization was given, Jenkins & Gilchrist paid the authorized maintenance fee.

5. Dallas and Maxim relied on Jenkins & Gilchrist to properly docket and maintain the patents assigned to Dallas. Dallas and Maxim also relied on Jenkins & Gilchrist to inform it when a patent maintenance fee was coming due and request authorization to pay the fee.

6. During the period between July 1, 2000 to June 4, 2002 (hereinafter, "relevant time period"), I was responsible for authorizing payment of maintenance fees for patents related to secure products that were originally assigned to Dallas. The '740 patent is related to secure products and I was responsible for authorizing payment of the maintenance fee for this patent.

7. During the relevant time period, Mr. Matthew Adams forwarded me all authorization requests for payment of patent maintenance fees, related to secure products, that he received from Jenkins & Gilchrist, the law firm identified as the correspondence address for the patents originally assigned to Dallas.

8. Upon receiving an authorization request for payment of a patent maintenance fee, I reviewed the patent and decided whether the maintenance fee should be paid. I provided my decision to Mr. Adams who would forward that decision to Jenkins & Gilchrist.

9. At some point after leaving Maxim as a fulltime employee and working as a consultant to Maxim, all of my emails on both my Maxim and Dallas accounts were entirely deleted. I do not have an archive of these emails.

10. In regards to the first maintenance fee payment for the '740 patent, I have searched as reasonably diligent as I can to find any correspondence between Jenkins &

Gilchrist, Mr. Adams, and myself related to the '740 patent. I have found no correspondence related to the '740 patent.

11. I have no personal recollection of ever receiving an authorization request to pay the first maintenance fee for the '740 patent.

12. To the best of my knowledge after having performed reasonable diligence, I did not receive an authorization request from Jenkins & Gilchrist for payment of the first maintenance fee for the '740 patent.

13. I have reviewed the '740 patent and believe, based on the claimed invention therein, that had I received an authorization request from Jenkins & Gilchrist to pay the first maintenance fee, authorization would have been provided.

Respectfully submitted,

Date: May 31, 2010

  
Michael L. Bolan